# Texas Historical Commission "Celebrate Main Street Sweepstakes"

#### **OFFICIAL RULES**

NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN. A PURCHASE OR DONATION WILL NOT INCREASE YOUR CHANCE OF WINNING.

**SWEEPSTAKES ENTRY PERIOD:** The Celebrate Main Street Sweepstakes part one begins at 12:00:01 AM Central Time ("CT") on Tuesday, March 1, 2016 and ends at 11:59:59 PM CT on Thursday, March 31, 2016 (the "Sweepstakes Period One"). The Celebrate Main Street Sweepstakes part two begins at 12:00:01 AM Central Time ("CT") on Monday, May 2, 2016 and ends at 11:59:59 PM CT on Tuesday, May 31, 2016 (the "Sweepstakes Period Two"). The Celebrate Main Street Sweepstakes part three begins at 12:00:01 AM Central Time ("CT") on Monday, August 1, 2016 and ends at 11:59:59 PM CT on Wednesday, August 31, 2016 (the "Sweepstakes Period Three"). The Celebrate Main Street Sweepstakes part four begins at 12:00:01 AM Central Time ("CT") on Saturday, October 1, 2016 and ends at 11:59:59 PM CT on Monday, October 31, 2016 (the "Sweepstakes Period Four").

**ELIGIBILITY:** The Celebrate Main Street Sweepstakes (the "Sweepstakes") is open to legal residents of the 50 United States or the District of Columbia who are 18 years of age or older at time of entry. Employees, commissioners, agents, and contractors of the Texas Historical Commission (the "Sponsor"), and its affiliates, advertising, and promotional agencies, as well as their immediate family members (spouse, parents, children, and siblings and their respective spouses regardless of where they live) and those living in the same household with such individuals, whether related or not, are not eligible to participate. Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void in Puerto Rico and where prohibited.

**SPONSOR:** "Sponsor": Texas Historical Commission, 1511 Colorado St., Austin, TX 78701.

**HOW TO ENTER:** Visit http://www.thc.state.tx.us/preserve/projects-and-programs/texas-main-street, open the Sweepstakes page, follow the instructions to complete the entry form in its entirety, including your full street address (sorry no P.O. Boxes accepted), and submit (the "Entry").

Entries for Sweepstakes Period One must be received between Tuesday, March 1, 2016 at 12:00:01 AM CT and Thursday, March 31, 2016 at 11:59:59 PM CT.

Entries for Sweepstakes Period Two must be received between Monday, May 2, 2016 at 12:00:01 AM CT and Tuesday, May 31, 2016 at 11:59:59 PM CT.

Entries for Sweepstakes Period Three must be received between Monday, August 1, 2016 at 12:00:01 AM CT and Wednesday, August 31, 2016 at 11:59:59 PM CT.

Entries for Sweepstakes Period Four must be received between Saturday, October 1, 2016 at 12:00:01 AM CT and Monday, October 31, 2016 at 11:59:59 PM CT.

Collection and use of personally identifiable information will be in accordance with the Texas Historical Commission Privacy Policy located at http://www.thc.state.tx.us/public/upload/policies-privacy.pdf. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter,

or Instagram. Becoming a fan of the Texas Historical Commission page on Facebook or following the Texas Historical Commission on Twitter and/or Instagram does not constitute an entry into the Sweepstakes. Entrants understand that they are providing their information to Texas Historical Commission and not to Facebook, Twitter, or Instagram. The information provided will only be used for the purposes of this Sweepstakes and as otherwise permitted by Texas Historical Commission privacy policy. Any questions, comments, or complaints regarding this Sweepstakes should be sent to: Celebrate Main Street Sweepstakes, P.O. Box 12276, Austin, TX 78711; or via email to socialmedia@thc.state.tx.us.

Limit: One (1) Entry per person regardless of whether entrant has more than one email address. All entries become the property of the Sponsor and will not be acknowledged or returned.

#### PRIZE/ODDS:

**Grand Prize:** There is one (1) Grand Prize available to be won in each Sweepstakes: Sweepstakes Period One, Sweepstakes Period Two, Sweepstakes Period Three, and Sweepstakes Period Four (four total prizes). The Grand Prize includes:

- One (1) weekend trip for two in a Texas Main Street city.
  - Overnight stay in one room for two for two nights in the Main Street community (hotel, bed and breakfast, etc.).
  - Four meals for two in the Main Street community. Can be in the form of gift certificates or meal vouchers.
  - One historical activity (tour of local historic building/courthouse/other historic places/event/etc.). If there is a THC historic site within the vicinity, a trip to the historic site is incorporated into the itinerary. THC programs and projects that might be included are visits to Texas Treasure Business Award winners, courthouses restored through the Texas Historic Courthouse Preservation Program, THC historic sites, Certified Local Government-funded projects, military sites, museums, cemeteries, etc.
  - No other expenses are included in the Grand Prize. Incidental expenses such as shopping, as well as transportation are excluded. The winner and guest are responsible for their own travel
  - o No state funds will be used to pay for the winner's travel expenses.
- Exact travel dates are flexible, but must take one year following the notification of winners over
  the course of a weekend, Friday–Sunday. The Texas Historical Commission is not responsible for
  lost wages, if any, due to the winner and guest's travel to, from, and during the Texas Time
  Travel period.

Odds of winning a prize depend on the number of eligible entries received and may be calculated as one divided by the number of eligible entries received.

### PRIZE DRAWING & NOTIFICATION:

There will be one (1) drawing at the close of the Sweepstakes Period One and one (1) drawing at the close of the Sweepstakes Period Two.

• On Friday, April 1, 2016, after the close of the Sweepstakes Period One at 11:59:59 PM CT on Thursday, March 31, one (1) winner will be selected in a random drawing from among all eligible entries received through 11:59:59 PM CT the previous day. The Grand Prize winner will be notified by email and will be requested to confirm their receipt of notification within 48 hours via return email. If the prize notification is returned as undeliverable, if a potential winner of the prize cannot be contacted, if potential winner is found to be ineligible or not in compliance with these rules, or if the selected winner cannot accept or receive the prize for any reason—including not

- being able to travel during the travel period—that potential winner will be disqualified, and the prize may be awarded to an alternate winner. Non-winning entrants will not be notified.
- On Wednesday, June 1, 2016, after the close of the Sweepstakes Period One at 11:59:59 PM CT on Tuesday, May 31, one (1) winner will be selected in a random drawing from among all eligible entries received through 11:59:59 PM CT the previous day. The Grand Prize winner will be notified by email and will be requested to confirm their receipt of notification within 48 hours via return email. If the prize notification is returned as undeliverable, if a potential winner of the prize cannot be contacted, if potential winner is found to be ineligible or not in compliance with these rules, or if the selected winner cannot accept or receive the prize for any reason—including not being able to travel during the travel period—that potential winner will be disqualified, and the prize may be awarded to an alternate winner. Non-winning entrants will not be notified.
- On Thursday, September 1, 2016, after the close of the Sweepstakes Period Three at 11:59:59 PM CT on Wednesday, August 31, one (1) winner will be selected in a random drawing from among all eligible entries received through 11:59:59 PM CT the previous day. The Grand Prize winner will be notified by email and will be requested to confirm their receipt of notification within 48 hours via return email. If the prize notification is returned as undeliverable, if a potential winner of the prize cannot be contacted, if potential winner is found to be ineligible or not in compliance with these rules, or if the selected winner cannot accept or receive the prize for any reason—including not being able to travel during the travel period—that potential winner will be disqualified, and the prize may be awarded to an alternate winner. Non-winning entrants will not be notified.
- On Tuesday, November 1, 2016, after the close of the Sweepstakes Period Four at 11:59:59 PM CT on Monday, October 31, one (1) winner will be selected in a random drawing from among all eligible entries received through 11:59:59 PM CT the previous day. The Grand Prize winner will be notified by email and will be requested to confirm their receipt of notification within 48 hours via return email. If the prize notification is returned as undeliverable, if a potential winner of the prize cannot be contacted, if potential winner is found to be ineligible or not in compliance with these rules, or if the selected winner cannot accept or receive the prize for any reason—including not being able to travel during the travel period—that potential winner will be disqualified, and the prize may be awarded to an alternate winner. Non-winning entrants will not be notified.

**PRIZE CONDITIONS AND LIMITATIONS:** Prize is not redeemable for cash. Prize is non-assignable or transferable. No substitution is permitted except if prize is unavailable. No cash in lieu of prize and no exchange or substitution of prize, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility. In no event shall more prizes be awarded than the number stated in the "Prize" section above. The prize winner shall be solely responsible for all federal, state and/or local taxes. Acceptance of the prize constitutes permission from the winner to the Sponsor and its agents to use such winner's name and/or likeness or a modified name and/or likeness for advertising and publicity purposes related to the sweepstakes, other sweepstakes and their status as winners, in Sponsor's and/or its agents' sole discretion, worldwide, in perpetuity, in all forms of media whether now known or hereafter devised, without prior authorization from and without further compensation to or approval from Winner, except where prohibited by law.

In the event that an employee of Sponsor is unavailable to guide the trip after dates are selected and an itinerary is set—for any reason, including illness or death—Sponsor will reschedule the trip for a later time.

Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winner

acknowledges that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered.

**GENERAL:** This Sweepstakes is subject to all applicable federal, state, and local laws. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor and Administrator and waive any right to claim ambiguity in regard to the mechanics of the Sweepstakes or the interpretation of these Official Rules. Winners and entrants also agree to release, discharge, indemnify and hold harmless the Sponsor, Facebook, their subsidiaries, affiliates, directors, officers, commissioners, employees and agents and marketing and advertising agencies, from and against any claims, damages, or liability due to any injuries, damages, or losses to any person (including death) or property of any kind, resulting in whole or in part, directly or indirectly, from or arising in connection with the acceptance, possession, use, misuse, or nonuse of the prize offered, or participation in this Sweepstakes.

Although subsequent attempts to enter on a given day may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Sponsor is not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the independent sweepstakes administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select winners from among all eligible entries received prior to withdrawal.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULL

## EXTENT PERMITTED BY LAW.

**GOVERNING LAW:** This Sweepstakes is governed by the internal laws of the state of Texas without regard to principles of conflict of laws. All cases and claims pertaining to this Sweepstakes must be brought in a court of competent jurisdiction in Travis County, Texas, without recourse to class action suits.

**SEVERABILITY:** If any provision of these Rules is found to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules send a self-addressed, stamped envelope by June 1, 2016 to: Celebrate Main Street Sweepstakes, <u>Rules Request</u>, P.O. Box 12276, Austin, TX 78711.

**WINNER CONFIRMATION:** For written confirmation of prize winners (available after November 1, 2016), send a self-addressed, stamped, #10 envelope (no later than December 31, 2016) to: Celebrate Main Street Sweepstakes, Winners Request, P.O. Box 12276, Austin, TX 78711.

Void in Puerto Rico, outside the U.S. and wherever restricted or prohibited by law.